Patent 704163.7 (237/037)

In re the Patent of:	)
ADRIAN GLUCK	)
Patent No.: 6,142,532	)
Issued: November 7, 2000	)
For MEMODARII IA CARD	)

#### TRANSMITTAL OF TERMINAL DISCLAIMER

HE UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner for Patents P.O. Box 1450 Alexandria, VA. 22313-1450

Sir:

Enclosed herewith for filing in the above-identified patent file, is a Terminal Disclaimer and recorded assignments pertaining thereto.

# CERTIFICATE OF MAILING (37 C.F.R. §1.8a)

I hereby certify that pursuant to 37 CFR §1.81, that I have a reasonable basis to expect that this paper (along with any referred to as being attached or enclosed) would be mailed on or before the date indicated with the United States Postal Service on the date shown below with sufficient postage as First Class Mail in an envelope addressed to the Commissioner for Patents, P.O. Box 1450, Alexandria, VA. 22313-1450

May 5, 2003

Date of Deposit DOCSOC1:13/113.1 Name of Person Mailing Paper

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OFFICE OF PETITIONS

The present Terminal Disclaimer is filed, as suggested in the Decision On Petition dated

January 21, 2003, by the Office of Petitions, to have this additional Terminal Disclaimer, out of an abundance of caution, entered into the patent file.

The Commissioner is authorized to charge Counsel's Deposit Account No. 150665 for the necessary fees in the amount of \$110, and is authorized to charge any additional fees that may be required and to credit any overpayments to said Deposit Account 150665.

Respectfully submitted,

Orrick,/Herrington & Sutcliffe LLP

Dated:

By:

Samuel B. Stone

Attorney for Applicant

Reg. No. 19,297

4 Park Plaza Irvine, California 92614-2558 (949) 567-6700

**Enclosures** 

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PTO/SB/26 (10-00)
Approved for use 10/31/2002, OMB 0851-0031
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U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE der the Paperwork Seduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

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# REJECTION OVER A PRIOR PATENT REJECTION OVER A PRIOR PATENT

Docket Number (Optional) 704163.7

In re Application of sup Adrian Gluck a super super and application of super and super sup

Application No.: 09/149,747 now U.S. Patent No. 6,142,532

Filed: 09/08/98 - Issued November 7, 2000

For Memorabilia Card

Media Technologies

The owner\*. Licensing, LIC of 100% percent interest in the instant application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 to 156 and 173, as presently shortened by any terminal disclaimer, of prior Patent No. 5,803,501 The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

等すでは揺さまってが、まじむ。

Check either box 1 or 2 below, if appropriate.

1. X

For submissions on behalf of an organization (e.g., corporation, partnership, university, government agency, etc.), the undersigned is empowered to act on behalf of the organization.

See attached documents evidencing the chain of title to Media Technologies

logies Licensing

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

The undersigned is an attorney or agent of record.

/Signature

Date

Adrian Gluck - Chief Executive Officer

mh May 1,2003

Typed or printed name

KXI Terminal disclaimer fee under 37 CFR 1.20(d) included.

WARNING: Information on this form may become public. Credit card information should not be included on this form. Provide credit card information and authorization on PTO-2038.

\*Statement under 37 CFR 3.73(b) is required if terminal disclaimer is signed by the assignee (owner), Form PTO/SB/96 may be used for making this certification. See MPEP § 324.

Burdon Hour Statement: This form is settimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case, Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Box Patent Application, Washington, DC 20231,

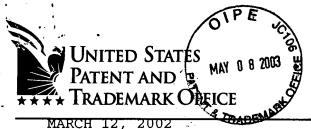
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SEAN LUNER 333 S. GRAND AVE., SUITE 1560 LOS ANGELES, CA 90071

Chief Information Officer Washington, DC 20231 www.uspto.gov



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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE. ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 01/10/2002

REEL/FRAME: 012463/0215

NUMBER OF PAGES: 7

ASSIGNMENT OF PATENT NO. 5,803,501 AND PATENT PORTFOLIO FROM

LNCJ TO MEDIA TECHNOLOGIES

ASSIGNOR:

L.N.C.J. LIMITED DOC DATE: 11/08/2001

ASSIGNEE:

PATENT NUMBER:

MEDIA TECHNOLOGIES LICENSING, LLC 430 N. OAKHURST DR., #302

BEVERLY HILLS, CALIFORNIA 90210

SERIAL NUMBER: 08955484

FILING DATE: 10/22/1997

ISSUE DATE:

SERIAL NUMBER: 08147139

FILING DATE: 11/03/1993 PATENT NUMBER: 5417431 ISSUE DATE: 05/23/1995

SERIAL NUMBER: 99369473

PATENT NUMBER: 0369473

FILING DATE: ISSUE DATE:

SERIAL NUMBER: 09149747 PATENT NUMBER: 6142532

FILING DATE: 09/08/1998 ISSUE DATE: 11/07/2000

012463/0215 PAGE 2

SERIAL NUMBER: 08192438 PATENT NUMBER: 5421583

SERIAL NUMBER: 08356481 PATENT NUMBER: 5803501

FILING DATE: 02/07/1994 ISSUE DATE: 06/06/1995

FILING DATE: 12/15/1994 ISSUE DATE: 09/08/1998

MARCUS KIRK, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

Total number of pages including cover sheet, attachments, and documents; Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

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# Assignment of Patent No. 5,803,501 and Patent Portfolio From LNCJ to Media Technologies

WHEREAS, Adrian Gluck, a citizen of Canada, residing at 430 North Oakhurst Dr. # 302, Beverly Hills, California, 90210 ("the Inventor"), has invented a certain invention entitled "Memorabilia Card" described in United States Patent No. 5,803,501, which issued on September 8, 1998 (the invention and the United States Patent are collectively referred to as "the Patent");

WHEREAS, L.N.C.J. Limited, a Jersey company, having an address of Huguenot House, 28 La Motte Street, St. Helier, Jersey, Channel Islands, JE24SZ (also referred to in documentation and also known as LNCJ, LNCJ Limited, LNCJ Ltd., and as a trust) ("LNCJ"), and the Inventor desired to and intended to assign and assigned all right, title, and interest in the Patent from the Inventor to LNCJ through:

- a. a series of two assignments, a first assignment dated December 13, 1994 and a second assignment dated May 6, 1996 (collectively "the Series of Assignments");
- b. a Confirmation of Title, dated September 6, 2001 (Exhibit B), confirming that Inventor intended to transfer all his right, title, and interest in the Patent to LNCJ and, to the extent that there was any ambiguity about his intentions, Inventor ratified that he transferred to LNCJ all of his right, title, and interest to the Patent that he may have retained; and
- c. a quitclaim, dated November 7, 2001, quitclaiming all right, title, and interest that Inventor retained, if any, from Inventor to LNCJ;

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WHEREAS, the Inventor has invented, in addition to the Patent, a series of inventions described in the portfolio of patents and pending patents listed in Exhibit A (the series of inventions and the related patents and pending patents are collectively referred to as "the Patent Portfolio");

WHEREAS, LNCJ desired to and intended to receive and received an assignment of all right, title, and interest in the Patent Portfolio through a series of assignments (the "Portfolio Assignments");

WHEREAS LNCJ is now desirous of assigning all rights, title, and interest in the Patent and to the Patent Portfolio to Media Technologies Licensing, LLC, a California limited liability company ("Media Technologies"), and having its principal place of business at 430 North Oakhurst Dr. # 302, Beverly Hills, California, 90210; and

WHEREAS Media Technologies is desirous of acquiring the exclusive right, title, and interest in the Patent and the Patent Portfolio;

NOW, THEREFORE, for 2,175,000 Membership Units in Media Technologies (either directly or indirectly through a separate entity) and other good and valuable consideration, the receipt of which is hereby acknowledge, LNCJ hereby sells, assigns, and transfers to Media Technologies, its successors and assigns, the full, exclusive, and entire right, title, and interest to the Patent and the Patent Portfolio throughout the Universe, including any and all rights (including causes of action for

damages) associated with infringements of the Patent or patents in the Patent Portfolio that took place prior to the date of this assignment (that is, from the date the Patent or patents in the Patent Portfolio issued until the present); the same to be held and enjoyed by Media Technologies for its own use and enjoyment, and for its legal representatives, successors, and assignees, to the full end of the term for which the Patent or patents in the Patent Portfolio are granted, as fully and entirely as the same would have been held by LNCJ had this assignment and sale not been made.

LNCJ hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered by LNCJ that would conflict with this assignment.

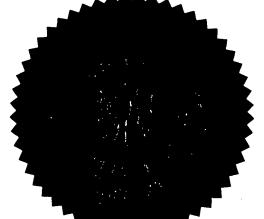
Executed this 8th day of November, 2001 at TERSET, CHANNEL ISLANDS

L.N.C.J. Limited, a Jersey company

By: P. M. VAN NESTE

Title: Diector.

Seal or equivalent;



The Signature of faul Michael Van Nettes regressenting 1. N.C. j. Hd.

on this document conforms to a precimen signed in my presence and has been documend to me today by the significacy was being general.

Dated this

day of November Zoci

Notan Public, Jersey

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## Exhibit A

#### United States Patents and Patent Applications

TRADING CARD WITH THREE-DIMENSIONAL EFFECT Serial No. 08/147,139 - filed 11/03/93 - Patent No. 5,417,431 - issued 05/23/95

PRINT MEDIA PRODUCTS WITH ENHANCED REALISM Serial No. 08/192,438 – filed 02/07/94 – Patent No. 5,421,583 – issued 06/06/95

DISPLAY FRAME (Design)
Serial No. 29/028,198 - filed 09/08/94 - Patent Des. 369,473 - issued 05/07/96

IMAGE PRODUCTS WITH ENHANCED REALISM Serial No. 08/470,755 – filed 06/05/95 – not pending

METHOD OF PRESENTING VISUAL IMAGES FOR OUTDOOR AND PUBLIC VENUE MESSAGING AND ADVERTISING
Serial No. 08/545,000 – filed 10/30/95 – not pending

MEMORABILIA ARTICLE Serial No. 08/588,071 – filed 01/17/96 – not pending

MEMORABILIA ARTICLE Serial No. 08/821,691 – filed 03/20/97 – not pending

MEMORABILIA CARD Serial No. 09/149,747 – filed 09/08/98 – Patent No. 6,142,532 – issued 11/07/2000

SPECTATOR'S PERSONALIZED SOUVENIR Serial No. 08/955,484 – filed 10/22/97 - pending

### CONFIRMATION OF TITLE

Adrian Gluck hereby confirms that L.N.C.J., Limited, a Jersey Company ("L.N.C.J."), is the sole and exclusive owner of U.S. Patent No. 5,803,501, issued September 8, 1998, entitled "Memorabilia Card" (and all patent applications and patents claiming priority thereto) (the 'Patent'). Adrian Gluck further confirms that, as against L.N.C.J., he has no legal or equitable claim of title to the Patent.

The foregoing confirmation is made with reference to the following facts:

- 1. Adrian Gluck is the inventor of the invention claimed by the Patent.
- 2. On December 13, 1994, Adrian Gluck assigned all his right, title and interest to the Patent to Laservision, Ltd., a California limited liability corporation (sic) (in formation)(the "1994 Assignment").
- 3. The organization of Laservision, Ltd. was never perfected but Laservision, Ltd. existed as a de facto corporation. To the extent that Laservision, Ltd. lacked formal existence as a separate legal entity, Adrian Gluck confirms that he held title to the Patent for the sole and exclusive benefit of Laservision Ltd. and that he is estopped from claiming any legal or equitable ownership right in the Patent by virtue of any defect in the formation of Laservision, Ltd.
- 4. On May 6, 1996, Laservision, Ltd., through its President, Adrian Gluck, assigned all its right, title and interest in the Patent to L.N.C.J. (the "1996 Assignment"). Through a clerical error that neither Laservision, Ltd., nor Adrian Gluck, nor L.N.C.J. noticed at the time, the company name on the 1996 Assignment was incorrectly stated to be "Laservision Productions, Inc." instead of "Laservision, Ltd." Laservision Productions, Inc. never held title to the Patent. Adrian Gluck confirms that it was his intention through the execution of the 1996 Assignment to assign all of the right, title and interest to the Patent then held by Laservision Ltd. to L.N.C.J. and that he believed that the transfer of the Patent from Laservision, Ltd. to L.N.C.J. occurred through his execution of the 1996 Assignment.

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- 5. To the extent that Laservision, Ltd. lacked the legal capacity to hold the Patent and to assign the Patent to L.N.C.J. on May 6, 1996 in the manner that Laservision Ltd. and L.N.C.J intended, Adrian Gluck confirms that he transferred all right, title and interest to the Patent, whether he held it personally or for the benefit of Laservision Ltd., on May 6, 1996 and further, that he is estopped from claiming any legal or equitable title to the Patent based upon his position as President of Laservision, Ltd. or based upon its defective formation.
- 6. On March 27, 2001, Judge Alicemarie Stotler ruled, in the alternative, in the case of Telepresence Technologies, LLC v. The Upper Deck Company, SA CV 00-183 AHS, in the United States District Court for the Central District of California, Southern Division (the "Telepresence Litigation"), that L.N.C.J. lacked standing

to bring suit on the Patent either because the 1996 Assignment was ineffectual or because L.N.C.J. had lost its title to the Patent through an assignment that the Orange County Sheriff executed under a turnover order in the *ex parte* proceeding in California Superior Court, Orange County, in connection with *Turner v. Laservision Productions, Inc. et al.*, Case No. Civ. 750 467 ("Turner I").

- 7. On August 7, 2001, Judge John M. Watson ruled in the case of *Turner v. Telepresence Technologies*, *LLC*, et al., Case No. 00CC06736 in California Superior Court, Orange County ("Turner II" and collectively with Turner I, the "Turner Litigation") that the Turner Litigation did not divest L.N.C.J. of its exclusive ownership rights in and to the Patent.
- 8. Adrian Gluck confirms that Judge Stotler's ruling in the Telepresence Litigation with respect to the 1996 Assignment does not accurately reflect his intentions in the 1994 Assignment and in the 1996 Assignment. Adrian Gluck intended through the 1994 Assignment to irrevocably transfer all his right title and interest in the Patent to Laservision Ltd. and he intended, through his execution of the 1996 Assignment, that all right, title, and interest in and to the Patent should pass irrevocably to L.N.C.J., regardless of whether his signature was made in his personal capacity or as an authorized representative of a third party. To the extent that there is any ambiguity about his intentions with the 1996 Assignment, Adrian Gluck hereby confirms and ratifies that, by that signature, he irrevocably transferred to L.N.C.J. all of his personal right, title and interest to the Patent that may have remained on that date and all right, title and interest to the Patent that Laservision, Ltd. may have had on that date.
- 9. Adrian Gluck confirms that neither the Telepresence Litigation nor the Turner Litigation altered in any way the irrevocable assignment of the Patent to L.N.C.J. on May 6, 1996. Adrian Gluck confirms that he is estopped from raising any arguments to the contrary.

Executed this 67 day of September 2001.

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ĄDRIAN GŁŲCK

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## DOVEL & LUNER

333 S. Grand Ave. Suite 1560 Los Angeles,

California 90071 TEL 213.473.9888 FAX 213.473.9898

#### CERTIFICATE OF MAILING

I hearby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to Commissioner of Patents and Trademarks, Box Assignments, Washington,

D.C. 20231 on the date indicated below;

12/13/01 (Date)

Jane Park

December 13, 2001

Commissioner of Patent and Trademarks Box Assignments Washington, D.C. 20231

RE: Recordation of Assignment of Patent No. 5,803,501 and Patent Portfolio

from LNCJ to Media Technologies

Conveying Party: L.N.C.J. Limited

Receiving Party: Media Technologies Licensing, LLC

Patent No.: 5,801,501 Memorabilia Card

#### Dear Sir/Madam:

For the purpose of recording the above referenced Assignment of Patent No. 5,803,501 and Patent Portfolio from LNCJ to Media Technologies, we enclose the following:

- 1. Recordation Form PTO-1595.
- 2. Assignment of Patent No. 5,803,501 and Patent Portfolio from LNCJ to Media Technologies, attached Exhibit A and Exhibit B,
- 3. Check No. <u>6188</u> in the amount of \$240.00,
- 4. Return Receipt Postcard.

Sincerely,

∕Sean Luner

**Enclosures** 

Form PTO-1595 (Rev. 03/01)	VER SHEET  U.S. DEPARTMENT OF COMMERCE  U.S. Patent and Trademark Office				
CIVID 140. 000 1-0027 (exp. 5/31/2002)	S CNLY				
Tab settings   To the Honorable Commissioner of Patents and Trademarks:	Please record the attached original documents or copy thereof.				
1. Name of conveying party(ies):  L.N.C.J. Limited    - 10 - 0 7	Name and address of receiving party(ies)     Name: Media Technologies Licensing, LLC     Internal Address:				
Additional name(s) of conveying party(ies) attached? Yes VNo	7777				
3. Nature of conveyance:					
Assignment Merger  Security Agreement Change of Name	Street Address: 430 N. Oakhurst Dr., #302				
Other Assignment of Patent No. 5,803,501 and Potent Portfolio From LNCJ to Media Technologies	City: Beverly Hills State: CA Zip: 90210				
Execution Date:	Additional name(s) & address(es) attached? Yes V				
Application number(s) or patent number(s):					
If this document is being filed together with a new appli A. Patent Application No.(s) 08/955,484	B. Patent No.(s) 5,417,431; 369,473 6,142,532; 5,421,583; 5,801,501				
Additional numbers at					
5. Name and address of party to whom correspondence	6. Total number of applications and patents involved: 6				
concerning document should be mailed: Name: Sean Luner	7. Total fee (37 CFR 3.41)\$240.00				
Internal Address:	<b>✓</b> Enclosed				
	Authorized to be charged to deposit account				
Street Address: 333 S. Grand Ave., Suite 1560	8. Deposit account number:				
City: Los Angeles State: CA Zip: 90071					
DO NOT USE THIS SPACE					
9. Signature.					
Sean Luner	December <u>/3</u> , 2001				
Name of Person Signing	Signature Date				
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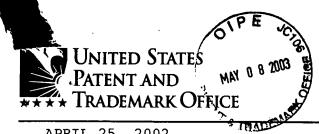
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Washington, D.C. 20231

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APRIL 25, 2002

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Commissioner for Trademarks Arlington, VA 22202-3513 www.uspto.gov

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RECORDATION DATE: 01/10/2002

REEL/FRAME: 012607/0490

NUMBER OF PAGES: 5

BRIEF: QUITCLAIM FROM GLUCK TO L.N.C.J.

ASSIGNOR:

GLUCK, ADRIAN

DOC DATE: 11/01/2001

ASSIGNEE:

L.N.C.J., LIMITED

28 LAMOTTE ST

C/O BANQUS BRUXELLES LAMBERT,

HUGHENOT HOUSE

ST HELIER, JERSEY, UNITED KINGDOM

JE2 4SZ

PATENT NUMBER:

SERIAL NUMBER: 08955484

FILING DATE: 10/22/1997

ISSUE DATE:

SERIAL NUMBER: 08147139

FILING DATE: 11/03/1993

PATENT NUMBER: 5417431

ISSUE DATE: 05/23/1995

SERIAL NUMBER: 08192438

FILING DATE: 02/07/1994

PATENT NUMBER: 5421583

ISSUE DATE: 06/06/1995

#### 012607/0490 PAGE 2

SERIAL NUMBER: 09149747 FILING DATE: 09/08/1998 PATENT NUMBER: 6142532 FILING DATE: 11/07/2000

SERIAL NUMBER: 08356481 FILING DATE: 12/15/1994
PATENT NUMBER: 5803501 ISSUE DATE: 09/08/1998

SERIAL NUMBER: 29028198 FILING DATE: 09/08/1994 PATENT NUMBER: D369473 FILING DATE: 05/07/1996

SEDLEY PYNE, PARALEGAL ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

Form PTO-1595

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OM3 No. 0651-0027 (2002) 1021	U.S. Patent and Trademark Office				
Tab settings □ □ □	060517				
	Planea record the attached original documents or copy thereof.				
Name of conveying party(ies):					
1. Hame of conveying party(isa).	Name and address of receiving party(ies)				
ADRIAN GLICK	Name: L.N.C.J., LIMITED				
	Internal Address:				
Additional name(s) of conveying party(les) attached? 🕒 🗠 🌇 No					
3. Nature of conveyance:					
Assignment					
Security Agreement	Street Address: 28 LA MOTTE ST				
	CIO BANQUE BRUXELLES LAMBERT HUGUENOT HOUSE				
Other GUITCLAIM FROM GLUCK TO L.N.C.J.	ST. HELIER, JERSEY, UNITED KINGDOM				
	City:State;Zip: <u>Je24</u> 53				
Execution Date: NOVEMBER 1, 2001	Additional name(s) & address(es) attached? 📮 Yes 👺 No				
4. Application number(s) or patent number(s);					
If this document is being filed together with a new appli	cation, the execution date of the application is:				
A. Patent Application No.(s)	B. Patent No.(s) 5,4(7,43) 6,142,532				
08   955, 484	5,421,583 5,803,501				
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	6. Total number of applications and patents involved:				
concerning document should be mailed:	o. Total number of applications and patents involved:				
Name: SEAN LUNER	7. Total fee (37 CFR 3.41)\$ 240.00				
Internal Address:	Enclosed Fee OK				
	Authorized to be charged to deposit account				
775 5 555 4 5 5	8. Deposit account number				
Street Address: 333 5. GRAND AVE.	240E				
5417 E 1560	7700				
City: LOS ANGELES State: CA Zip: 90071	(Attach duplicate copy of this page if paying by deposit account)				
DO NOT USE THIS SPACE SPACE					
9. Statement and signature.					
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy					
is a true copy of the original document.  SEAN LUNER					
Name of Person Signing	Signature Date				
Tetal sumbor of access in the first services	as about attachments and decreased				

## **Quitclaim From Gluck to LNCJ**

WHEREAS, Adrian Gluck, a citizen of Canada, residing at 430 North Oakhurst Dr. # 302, Beverly Hills, California 90210 ("the Inventor"), has invented a certain invention entitled "Memorabilia Card" described in United States Patent No. 5,803,501, which issued on September 8, 1998 (the invention and the United States Patent are collectively referred to as "the Patent");

WHEREAS, the Inventor has invented, in addition to the Patent, a series of inventions described in the portfolio of patents and pending patents listed in Exhibit A (the series of inventions and the related patents and pending patents are collectively referred to as "the Patent Portfolio");

WHEREAS, L.N.C.J. Limited, a Jersey company, having an address of Huguenot House, 28 La Motte Street, St. Helier, Jersey, Channel Islands, JE24SZ (also referred to in documentation and also known as LNCJ, LNCJ Limited, LNCJ Ltd., and as a trust) ("LNCJ"), and the Inventor desired to and intended to assign and assigned all right, title, and interest in the Patent from the Inventor to LNCJ through a series of two assignments, a first assignment dated December 13, 1994, and a second assignment dated May 6, 1996 (collectively "the Series of Assignments");

WHEREAS, LNCJ desired to and intended to receive and received an assignment of all right, title, and interest in the Patent Portfolio through a series of assignments (the "Portfolio Assignments"),

WHEREAS LNCJ relied upon the validity of the Series of Assignments and the Portfolio Assignments and has incurred obligations and entered agreements in reliance upon the validity of the Series of Assignments and the Portfolio Assignments;

/11/20/32

WHEREAS, the assignment of the Patent from Inventor to LNCJ has been questioned, and, as a result, Inventor issued a Confirmation of Title, dated September 6. 2001 (Exhibit B), confirming that Inventor intended to transfer all his right, title, and interest in the Patent to LNCJ and, to the extent that there was any ambiguity about his intentions, Inventor ratified that he transferred to LNCJ all of his right, title, and interest to the Patent;

WHEREAS Inventor and LNCJ are both desirous of quieting title in and to the Patent and the Patent Portfolio such that LNCJ is the sole and exclusive owner of all right, title, and interest in the Patent and the Patent Portfolio.

NOW, THEREFORE, to quiet title in the Patent and the Patent Portfolio, for \$1,500 and for other good and valuable consideration, the receipt of which is hereby acknowledged, Inventor hereby quitclaims, assigns, and transfers to LNCJ, its successors and assigns, any right, title and interest to the Patent and the Patent Portfolio that the Inventor may have retained, if any, throughout the Universe, including any and all rights (including causes of action for damages) associated with infringements of the Patent or patents in the Patent Portfolio that took place prior to the date of this quitclaim (that is, from the date the Patent or patents in the Patent Portfolio were issued until the present); the same to be held and enjoyed by LNCI for its own use and enjoyment, and for its legal representatives, successors, and assignees, to the full end of the term for which the Patent or patents in the Patent Portfolio are granted, as fully and entirely as the same would have been held by Inventor had this quitclaim not been made.

Inventor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered that would conflict with this quitclaim.

Inventor further covenants that, upon the request of LNCJ, Inventor will promptly provide LNCJ with all pertinent facts and documents relating to the Patent and Patent Portfolio and will testify as to the same in any legal proceeding related to the Patent and Patent Portfolio and will promptly execute and deliver to LNCJ or its designated legal representative, assignee, or successor, any and all papers, instruments, declaration or affidavits requiring to apply for, obtain, maintain, issue and enforce the Patent and Patent Portfolio.

Executed this	_day of _	November	ے 2001 at	Bercy	4	Hills, A
			1/			

ADRIAN GLUCK (Inventor)

STATE OF CALIFORNIA

SS:

COUNTY OF LOS ANGELES)

Seal

(Notary Public)

